

Bar/restaurant insurer pays policy limit to passenger

Driver died in drunken driving accident



James Krispin

\$500,000 settlement

A bar/restaurant's insurer agreed to pay the \$500,000 policy limit to a passenger who was severely injured in a drunken driving car accident.

The amount is about as much as the passenger, a woman who was 23 at the time of the November 2004 accident, had in medical bills, and won't cover other damages, including future medical bills and loss of income due to the plaintiff's cognitive disability, said plaintiff's attorney James Krispin.

The driver, the plaintiff's boyfriend, died at the scene. Neither the plaintiff nor her boyfriend had insurance that would have covered the accident. Missouri's so-called "dram-shop" law allows lawsuits against establishments that illegally sell alcohol to be consumed on the premises to a visibly intoxicated person.

The insurer likely would have defended the case based on liability, Krispin said. By reaching a settlement, the insurance company wasn't conceding liability as much as exposure and comparing the policy limits to the amount of possible damages, Krispin said. "It's a way to say, 'You know what, we'd

better call it quits here.'"

Per the terms of the settlement, the names of the defendants and plaintiff were not disclosed.

According to Krispin:

The plaintiff, a bartender/waitress, finished her shift at a bar/restaurant at 1:30 a.m. Nov. 11 and left with her boyfriend for a different bar/restaurant, which had a license to remain open until 3 a.m.

The boyfriend, who had been drinking at the restaurant where the plaintiff worked, was served at least one alcoholic drink at the second bar/restaurant. The plaintiff's attorneys had witnesses who likely would have testified that the boyfriend was visibly intoxicated, Krispin said.

Within two miles of leaving the second bar/restaurant, the boyfriend lost control of the car, which left the road, struck a tree and overturned, ejecting both driver and passenger. Autopsy results showed the driver had a blood alcohol content of 0.25,



more than triple the legal limit for driving.

"I thought the evidence was pretty compelling," Krispin said. "It was a pretty stout BAC, according to our evidence, and the accident happened within minutes of their leaving the establishment."

There was some factual dispute on how soon after the couple left the bar/restaurant the accident happened, Krispin said, but the defendants admitted the driver was served at least one drink at the second restaurant.

Facts of The Case

Type of Action: Dram shop claim

Type of Injuries: Traumatic brain injury, jaw fractured in two places, bilateral temporal mandibular joint fracture and dislocation, fractured left arm, fractured left hand, punctured left lung, lacerated spleen, left knee laceration

Court/Case Number/Date: St. Louis City Circuit Court/Confidential/June 2006

Caption: Confidential

Judge, Jury or ADR: Jury

Name of Judge: N/A

Verdict or Settlement: \$500,000 settlement (insurance policy limits)

Special Damages: Medical expenses

\$463,938, future medical expenses; undetermined lost wages; diminished future earning capacity

Allocation of Fault: N/A

Last Demand: N/A

Last Offer: N/A

Attorneys for Plaintiff: James Krispin and Shane Cashion, both in private practices, St. Louis

Attorney for Defense: Tim Wolf of Brown & James, St. Louis

Insurance Carrier: Confidential

Plaintiff's Experts: N/A

Defendant's Experts: N/A